

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	07425
EAN Services, LLC 600 Corporate Park Drive St. Louis, MO 63105	Amendment No.:	1
	Effective Date:	10/15/2025

FIRST AMENDMENT

TO

WASHINGTON PARTICIPATING ADDENDUM NO. 07425

PASSENGER VEHICLE AND BOX TRUCK RENTALS

MASTER AGREEMENT NO. PO-10700-00050035 ADMINISTERED BY THE STATE OF OREGON

This First Amendment ("Amendment") to Washington State Participating Addendum No. 07425 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and EAN Services, LLC, a Missouri limited liability corporation ("Contractor") and is dated as of October 15, 2025.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 07425 dated effective as of September 15, 2025 ("Contract").
- B. The Parties now desire to amend the Contract to insert insurance requirements, pricing rates for box truck rentals and reduced surcharge fee.
- C. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **LIABILITY PROTECTION INSURANCE FOR BOX TRUCK RENTALS.** The following provision is added as a new subsection at the end of Section 5.7 of the Participating Addendum (Participating State Modifications or Additions to the Cooperative Purchasing Contract):

(d) Liability Protection Insurance for Box Truck Rentals. For rentals in the U.S. to Authorized Users for business use who are 21 years old or older only, Contractor will provide liability protection for box trucks for accidents arising out of the operation or use of the rental vehicle with a combined single limit of \$1,000,000, upon the terms and subject to the limitations set forth in the Master Agreement and herein and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental box truck.

2. SURCHARGE FEE. The following provision is added as a new subsection at the end of Section 6 of the Participating Addendum (Fees):

6.1 SURCHARGE FEE. Seattle Surcharge-Contractor agrees the Seattle surcharge on all rentals shall be \$4 as further indicated on the Participating State's rate sheet.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

EAN SERVICES, LLC,
A MISSOURI LIMITED LIABILITY CORPORATION

By: Matthew Morrison
Matthew Morrison (Oct 6, 2025 12:51:26 CDT)
Name: Matthew Morrison
Title: Assistant Secretary
Date: Oct 6, 2025

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Terrance Bond
Name: Terrance Bond
Title: Procurement Supervisor
Date: Oct 6, 2025

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Final Audit Report

2025-10-06

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